

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS**

In re:

***TIMOTHY C. BUCKLEY,***

Debtor(s).

Chapter 13

Case No. 21-10719

**NOTICE OF FIRST HOME LOAN PAYMENT POSTPONEMENT**

Please take notice that on May 20, 2021, upon request of the Debtor(s), or if applicable Co-Debtor(s), BANK OF AMERICA, N.A. agreed to postpone the monthly payment amount for the home loan ending in 5300 secured by property at 208 Samoset Avenue, Quincy, MA 02169-2449 (the “Home Loan”) for three (3) months (the “First Postponement Period”). The First Postponement Period starts with May 1, 2021 and will continue until July 31, 2021. The postponed payment amounts may be added to the end of the term of the Home Loan and are not being waived or forgiven. Additionally, interest will, to the extent permitted by law (including any confirmed bankruptcy plan), continue to accrue during this time period. At the end of the First Postponement Period, the regular payment schedule provided for under the Home Loan (or if applicable the Debtor(s) confirmed bankruptcy plan) will resume without further notice, and the First Postponement Period will terminate absent: (1) the Debtor(s), or if applicable Co-Debtor(s), submission of a second payment postponement request through (i) [bankofamerica.com/coronavirus](https://bankofamerica.com/coronavirus), (ii) Bank of America’s virtual assistant, Erica®, or (iii) Bank of America’s mobile banking app; and (2) BANK OF AMERICA, N.A.’s subsequent agreement to the second payment postponement request.

If a second payment postponement request is not submitted, Bank of America, N.A. will reach out to Debtor(s), or if applicable Co-Debtor(s), at the end of the First

Postponement Period, to work out repayment options based on the Debtor(s)', or if applicable Co-Debtor(s)', circumstances, including the potential option to add the postponed payments to the end of Debtor(s) loan. Bank of America, N.A. will also work on this repayment plan, as required, with the third party that currently owns or insures the Debtor(s)' loan.

Alternatively, if a second payment postponement request is submitted by Debtor(s), or if applicable Co-Debtor(s), and agreed to by BANK OF AMERICA, N.A., it is anticipated that Debtor(s), or if applicable Co-Debtor(s), will be advised as how a request to be evaluated for available options, including long-term assistance options, can be made at termination of the second payment postponement period.

To the extent a payment is made on the Home Loan during the First Postponement Period, the funds will be applied to the Home Loan according to the terms of the Home Loan contract, but will not extend the First Postponement Period, and the acceptance of such funds by BANK OF AMERICA, N.A. should not be construed as a waiver of BANK OF AMERICA, N.A.'s rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law. BANK OF AMERICA, N.A. expects that, to the extent necessary, the Debtor(s) will also promptly take any required actions with the Court to effectuate the terms of the payment postponement described in this Notice.

Please take further notice that if the Debtor(s), or if applicable Co-Debtor(s), pays property taxes and insurance on their own under the terms of the Home Loan, the Debtor, or if applicable Co-Debtor(s), should continue to pay those obligations when they come due or as otherwise required by any applicable bankruptcy plan. If the amounts are not paid, BANK OF AMERICA, N.A. may, in order to insure that its collateral is adequately protected, and subject to any applicable bankruptcy plan, pay those obligations on the Debtor(s)', or if applicable Co-

Debtor(s)', behalf and establish an escrow account for payments going forward. If this occurs, BANK OF AMERICA, N.A. will notify the Debtor(s), or if applicable Co-Debtor(s), of the change and file a payment change notice with this Court as required.

If the Debtor(s), or if applicable Co-Debtor(s), pays property taxes and insurance obligations through an escrow account established under the terms of the Home Loan, BANK OF AMERICA, N.A. will continue to pay those obligations when they come due during the First Postponement Period. Any shortage that may occur as a result of the payment postponement will be captured in the next annual analysis. Debtor(s), or if applicable Co-Debtor(s), may continue to make deposits to the escrow account during the First Postponement Period to prevent a subsequent escrow shortage, but the Debtor(s), or if applicable Co-Debtor(s), is not obligated to do so.

Finally, please note that during the First Postponement Period the Debtor(s), or if applicable Co-Debtor(s), monthly Home Loan statements may reflect the payment amounts postponed as past due balances. To the extent that occurs, the Debtor(s), or if applicable Co-Debtor(s), should disregard that portion of the Home Loan statement.

**Nothing under this Notice should be construed as a waiver of BANK OF AMERICA, N.A.'s rights under the Home Loan, applicable bankruptcy law, or applicable non-bankruptcy law.**

Dated: May 28, 2021

/s/ Jeffrey J. Hardiman

Jeffrey J. Hardiman

(Bar No. 649855)

Attorney for Creditor

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TIMOTHY C BUCKLEY  
DEBTOR**

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**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and exact copy of the foregoing Notice Of First Home Loan Payment Postponement has been electronically served or mailed, postage prepaid on May 28, 2021 to the following:

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